

SOLICITATION, OFFER AND AWARD

1 of 29 Pages

| | | | | |
|--|---|--|----------------------------------|--|
| 2. CONTRACT NO. | 3. SOLICITATION NO. DTFAAC-09-R-00024 | 4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED | 5. DATE ISSUED 12-2-08 | 6. REQUISITION/PURCHASE (FAA Internal Use Only) |
| 7. ISSUED BY FAA, Aviation, Medical, & Training Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125 | | 8. ADDRESS OFFER TO (If other than Item 7) for overnight delivery <i>FOR U.S. MAIL > FOR USE IF U.S. Postal Service</i> FAA, Bid & Proposal Officer (AMQ-140) Room 321, Multi-Purpose Building 6500 South MacArthur Boulevard Oklahoma City, OK 73169 | | |
| | | FAA, Bid & Proposal Officer Attn: AMQ-140 P.O. Box 25082 Oklahoma City, OK 73125 | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

Requirements combination pricing (Fixed price, Time & Material) SOLICITATION Inspection and Restoration Services for Landing Gear and Actuator (including related components)

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 308, Multi-Purpose Building until 3:30 local time 12-4-08
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No.3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

| | | |
|---------------------|--|--|
| 10. FOR INFORMATION | A. NAME CALL: > AVIS FRANKLIN | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7836 FAX (405) 954-3030 |
|---------------------|--|--|

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OFFER (Must be fully completed by offeror)

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**120 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|--|------------------|------------------|------------------|---------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section G, Clause No. 3.3.1-17) > | 10 CALENDAR DAYS | 20 CALENDAR DAYS | 30 CALENDAR DAYS | CALENDAR DAYS |
| | % | % | % | % |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |
| | | | | |

| | | | |
|---|--|---------------|--|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
| 15B. TELEPHONE NO. (Include area code) PH FAX | 15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE | 18. OFFER DATE |

AWARD (To be completed by Government)

| | | |
|---|---|---|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION |
| 22. reserved | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) > | ITEM |
| 24. ADMINISTERED BY (If other than Item 7) FAA, Contract Management Division (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932 | 25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304 | 26. NAME OF CONTRACTING OFFICER (Type or print) |
| | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 28. AWARD DATE |

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B
SCHEDULE OF SUPPLIES OR SERVICES AND COSTS/PRICES

| CLIN | DESCRIPTION | TOTAL PRICE |
|---|---|-----------------------------|
| 001 | Landing Gear Inspection and Restoration IAW with the PWS and provisions of the Contract (Sections C-J), for the FAA Challenger 601 aircraft equipment. The contractor shall complete the inspection, restoration and ship the landing gears and actuators to the FAA AMED no later than 21 days prior to the end date for the scheduled maintenance identified for each aircraft. (The Challenger 601-3R aircraft, Serial Number(s) are: 5167 and 5190) | \$ _____ Total Estimated |
| Estimated Qty = 2 each Shipsets of Landing Gears and Actuators Proposed Price per Actuator Shipset = \$ _____ (Firm Fixed Price) | | |
| ***** | | |
| 002 | Repair/overhaul tasks required for the Landing Gears, Actuators and Landing Gear components. Repair or overhaul will be performed as described in the PWS, and paid for actual hours incurred, when FAA provides authorization to proceed in advance. | \$ 100,000 FAA Estimate |
| | Repair Rate = \$ _____ Fixed Hourly Rate | |
| ***** | | |
| 003 | Material Costs associated with repair of Landing Gears, Actuators, and Landing Gear components. Acquisition shall be conducted IAW the FAA PWS and provisions of the Contract (Section C-J) described herein. The FAA shall reimburse for Materials at cost. | \$ 400,000 FAA Estimate |
| | Handling Fee = _____ (fixed %) | |
| ***** | | |
| 004 | FREIGHT For Landing Gears, Actuators, and Landing Gear components. | \$ _____ FAA Estimate |
| (CLIN 001, 002, and 003) Price per year | | \$ _____ Total Estimated |

Government required delivery schedule

(a) The Government desires and requires delivery of the supplies under this contract as identified below:

| AIRCRAFT SERIAL NO. | FAA MAINTENANCE SCHEDULE | REQUIRED COMPLETION & DELIVERY (21 days prior to the end date for the scheduled maintenance) | |
|------------------------|------------------------------------|--|--|
| 5167 | Nov. 24, 2008 through Mar. 3, 2009 | Not later than February 17, 2009 | |
| 5190 | Mar. 2, 2009 through June 8, 2009 | Not later than May 16, 2009 | |
| | | | |

(b) If the offeror is unable to meet the DESIRED delivery schedule set forth above, he may propose the "best delivery schedule" that he is prepared to meet.

| AIRCRAFT SERIAL NO. | FAA MAINTENANCE SCHEDULE | Contractor's Proposed Completion & Delivery (Enter the No. of days prior to the end date for the scheduled maintenance and respective calendar date) | |
|------------------------|------------------------------------|--|--|
| 5167 | Nov. 24, 2008 through Mar. 3, 2009 | | |
| 5190 | Mar. 2, 2009 through June 8, 2009 | | |

(c) Specifically, should the Government determine such proposed delivery schedule to be unacceptable the Government reserves the right to award to an offeror submitting other than the lowest offer as to price, if such action will provide an acceptable delivery and is determined to be in the best interests of the Government. In addition, the Government reserves the right to award under either the REQUIRED delivery time(s) or the proposed delivery time(s), when an offeror offers an earlier delivery time than required in column (5) above. If the offeror proposes no other delivery time(s), the DESIRED delivery time(s) will apply.

MARK FOR INVOICES FOR: LOCATION: A6973S4M

ADDRESS: 6973FH FAA Aero Center, AJW-3422

Logistics Spt. Section , HG9E, Rm 128

PO BOX 25082

Oklahoma City, OK 73125-0082

PART I – SECTION C – PERFORMANCE WORK STATEMENT

C.1 DEFINITIONS

"AMED" shall mean the Federal Aviation Administration, Aircraft Maintenance and Engineering Division (AMED), Oklahoma City, Oklahoma, who is the requiring organization and office for technical coordination of the requirements.

"Bench Stock" shall mean those expendable or consumable items routinely replaced during the inspection, repair or maintenance of Equipment, whether or not such items have been damaged, and other items that are customarily replaced at each inspection or maintenance period.

"Beyond Economic Repair" shall mean when the cost to restore Equipment to the requirements of the Repair Specification, when calculated on a time and materials basis, exceeds sixty-five percent (65%) of the cost for a comparable item of Equipment.

"Contracting Officer's Technical Representative" (COTR) shall mean the authorized designee who can provide direction for the Contractor to perform who delegated authority by the FAA Contracting Officer (CO).

“Consumable Materials” shall mean that materials used in the repair, overhaul, or assembly of components are expended when used.

“Inspection” shall mean the examination of components and assemblies to determine compliance within specifications and identify if they are serviceable or require repair, overhaul, or replacement.

“Overhaul” shall mean the dismanteling and repair of an assembly or component which returns the assembly or component to a serviceable condition that meets a specification, calander, hourly, or cyclic requirement.

“Restoration” shall mean returning components and assemblies to original or upgraded condition in accordance with specifications.

“Repair” shall mean renewing components and assemblies to original or upgraded condition in accordance with specifications.

“Serviceable Components” shall mean components that are ready for use on an aircraft and have been inspected and meet all required specifications.

C.2 FAA STATEMENT OF WORK (rev. 1) **(for Bombardier Challenger 601 Landing Gear Inspection & Restoration)**

The Federal Aviation Administration (FAA), Aircraft Maintenance and Engineering Division (AMED), Oklahoma City, Oklahoma, has a requirement for two 120-month inspections and restorations of landing gear including actuator components. The landing gear and actuator components include main landing gears, side stay actuators, nose landing gear, nose drag brace, and attachment pins. The required inspection and restoration is required for two Challenger 601-3R aircraft and the inspection/restoration must be completed within the scheduled maintenance period. The landing gear and related items must be received by the FAA as follows:

Delivery 1 required: 21 days prior to the ending date of the scheduled maintenance
for Aircraft Tail # N86 SN: 601-5167

Delivery 2 required: 21 days prior to the ending date of the scheduled maintenance
for Aircraft Tail # N87 SN: 601-5190

The work performed must be in accordance with the current revisions of the Bombardier Maintenance Manual (MM) Chapter 5 requirements, Bombardier Illustrated Parts Catalog (IPC), and Messier Dowty Component Maintenance Manual (CMM). All Bombardier and Messier Dowty Required Service Bulletins and Airworthiness Directives that are applicable to the components shall be complied in conjunction with the 120-month restoration and inspection.

APPLICABLE DIRECTIVES:

Bombardier Service Bulletin 601-0546 R2 Part A (A.D. 2005-15-04) Modification – Nose Landing Gear (NLG) and Main Landing Gear (MLG) System –NLG and MLG

FAA RESPONSIBILITIES:

The landing gear and actuator components will be removed from the aircraft by the FAA AMED and will be shipped to the contractor's facility. The AMED will ship the FAA landing gear and actuators to the contractor's location not earlier than 7 days after the start of each aircraft scheduled down time. The contractor shall complete the inspection, restoration and ship the landing gear to the AMED no later than 21 days prior to the end of the scheduled down time of each aircraft.

CONTRACTOR RESPONSIBILITIES: The contractor is responsible for coordinating the results of the inspection with the FAA designated representative, performing the landing gear and actuator inspection and restoration including the required benchstock and consumable materials within the established fixed price, obtaining authorization to acquire materials for the associated repair/overhaul.

CONTRACTOR TASKS: All FAA orders for service will be coordinated between the FAA CO or Contracting Officer's Technical Representative (COTR) and contractor prior to shipment. The aircraft serial number, date(s) for 120 day maintenance schedule, aircraft cycles incurred, number of landings and components are provided via attachment 1.

The Contractor shall conduct inspection of the FAA Challenger landing gear and actuator in accordance with the Bombardier prescribed service bulletin, and the maintenance shall be conducted, and upon completion returned to the FAA by the agreed upon delivery date (after receipt of order).

The landing gear will have other components attached that are not part of the required 120-month inspection and restoration but will require removal, repair to serviceable or replacement, and reinstallation after accomplishing the restored landing gears and actuators. These components include tubes, hoses, harnesses, and attached hardware.

Prior to initiating the repair or replacement of components the contractor shall submit the inspection results, the estimated hours and ceiling price required to complete the restoration including paint. The contractor shall replace any of the other components should they determine them as unserviceable.

The contractor shall paint all component surfaces as per the Bombardier MM and the Messier Dowty CMM with the same color as the original color of the received components.

The contractor will be responsible for return shipment to the AMED and shall package all equipment to prevent damage as specified by OEM commercial packing standards.

CONTRACTOR INVOICES: The Contractor shall submit acceptable invoices reflecting each landing gear inspection and restoration by serial number. The invoices shall be submitted in accordance with Section G - provisions of the contract.

GOVERNMENT ACCEPTANCE: The FAA must conduct acceptance prior to Contractor payment. The FAA receipt of services will be accepted in accordance with the provisions of FAA General Maintenance Manual TI4100.24 prior to payment, and evidenced on the invoice.

C.3 COMPLIANCE WITH FEDERAL AVIATION REGULATIONS AND AIRWORTHINESS DIRECTIVES (JAN 1997) CLA.1240

Each item delivered hereunder must have been manufactured, rebuilt, altered, overhauled, or repaired (as the case may be) to comply with applicable Federal Aviation Regulations including applicable Airworthiness Directives effective prior to executing the approval to return to service.

C.4 QUALITY CONTROL SYSTEM (JAN 1997)**CLA.1232**

The contractor must have a Quality Control System which meets the requirements of Federal Aviation Regulation Part 135 and/or Part 145, Subpart B, Section 145.45 and 145.59.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE**3.1-1 Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4 Inspection of Services -- Fixed-Price and Cost Reimbursement (April 1996)

3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is from award date for 1 year.

F. 2 **Notice of Delay** (November 1997)

3.10.1-24 modified

If the Contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the contractor shall give the Contracting officer written notice of the anticipated delay and the reasons therefor. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the contractor, but in no event not less than one week before delivery of services is required.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-9 Stop-Work Order Alt 1 (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copies to:

DOT/FAA Aviation System Standards, **AJW-3422**
Logistics Spt. Section , HG9E, Rm 128
PO BOX 25082
Oklahoma City, OK 73125-0082

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.2 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006)

CLA.4529

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10-1-22 Contracting Officer's Technical Representative (January 2008)

PART I –SECTION H- SPECIAL CONTRACT REQUIREMENTS

H.1 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

PART II – SECTION I - CONTRACT CLAUSES

I.1 3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information --Modifications (July 2004)

(a) When there are price adjustments in the contract, the Contractor must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

I. 2 AMS 3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic

funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757

I.3 AMS 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the

specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.4 AMS 3.6.2-39 Trafficking in Persons (January 2008)

(a) Definitions:

"Coercion," as used in this clause, means:

- (i) Threats of serious harm to or physical restraint against any person;
- (ii) Any Scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (iii) The abuse or threatened abuse of the legal process.

"Commercial sex Act," as used in this clause, means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee," as used in this clause, means an employee of a contractor or subcontractor directly engaged in the performance of work under a FAA contract.

"Involuntary servitude," as used in this clause, means a condition of servitude induced by means of:

- (i) Any scheme, plan, or pattern intended to cause a person to believe that if the person did not enter into or continue in such conditions, that person or another person would suffer harm or physical restraint; or
- (ii) The abuse or threatened abuse of the legal process.

"Severe trafficking of persons," as used in this clause, means:

- (i) Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced has not attained 18 years of age; or
- (ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking," as used in this clause, means the recruitment, harboring, transportation, provision, or obtaining of a

person for the purpose of a commercial sex act.

(b) The contractor will establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking of persons, procurement of sexual acts, or use forced labor in the performance of this contract.

(c) The contractor will take action to ensure that all contractor and subcontractor employees are aware of laws, regulations, and policies, to include actions taken by the contractor if violated, regarding severe forms of trafficking of persons, procurement of sexual acts, or use of forced labor.

(d) The contractor must notify the contracting officer of:

(1) Any information it receives that alleges an employee or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against the employee or subcontractor employee.

(e) In addition to other remedies available to the FAA, the contractor's failure to comply with the requirements of this clause may render the contractor subject to:

(1) Required removal of a contractor or subcontractor employee from the performance of the contract;

(2) Suspension of contract payments;

(3) Loss of award fee for the period of noncompliance;

(4) Termination for default; or

(5) Suspension or debarment.

(f) The contractor must include the substance of this clause in all subcontracts for performance of work under a FAA contract.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses

| | | |
|---------------|--|--------------|
| 3.1.7-2 | Organizational Conflicts of Interest | August 1997 |
| 3.2.2-3-29 | Integrity of Unit Prices | July 2004 |
| 3.2.2.3-33 | Order of Precedence | July 2004 |
| 3.2.2.3-75 | Requests for Contract Information | July 2004 |
| 3.2.2.7-6 | Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | April 1996 |
| 3.2.2.7-8 | Disclosure of Team Arrangements | April 2008 |
| 3.2.2.8-1 | Material Requirements | October 2007 |
| 3.2.4-5 | Allowable Cost and Payment | April 2001 |
| 3.2.4-16 | Ordering | Oct. 1996 |
| 3.2.5-1 | Officials Not to Benefit | April 1996 |
| 3.2.5-3 | Gratuities or Gifts | January 1999 |
| 3.2.5-4 | Contingent Fees | Oct. 1996 |
| 3.2.5-5 | Anti-Kickback Procedures | Oct. 1996 |
| 3.2.5-6 Alt 1 | Restrictions on Subcontractor Sales to the FAA | April 1996 |
| 3.2.5-7 | Disclosure regarding Payments to Influence Certain Federal Transactions | June 1999 |
| 3.2.5-8 | Whistleblower Protection for Contractor Employees | April 1996 |
| 3.3.1-1 | Payments | April 1996 |
| 3.3.1-5 | Payments under Time and Materials and Labor-Hour Contracts | April 2001 |

| | | |
|---------------|--|----------------|
| 3.3.1-5 alt 1 | Payments under Time and Materials and Labor-Hour Contracts | October 1996 |
| 3.3.1-8 | Extras | April 1996 |
| 3.3.1-15 | Assignment of Claims | April 1996 |
| 3.3.1-33 | Central Contractor Registration | January 2008 |
| 3.3.2-1 | FAA Cost Principles | October 1996 |
| 3.4.2-8 | Federal State and Local Taxes –Fixed Price Contract | April 1996 |
| 3.6.1-3 | Utilization of Small, Small Disadvantaged and Women-Owned and Service-Disabled Veteran Owned Small Business Concerns | September 2001 |
| 3.6.2-1 | Contract Work Hours and Safety Standards Act-Overtime Compensation | September 2003 |
| 3.5.2-3 | Walsh-Healy Public Contracts Act | April 1996 |
| 3.6.2-9 | Equal Opportunity | August 1998 |
| 3.6.2-12 | Affirmative Action for Special Disabled and Vietnam Era Veterans | April 2007 |
| 3.6.2-13 | Affirmative Action for Workes with Disabilities | April 2000 |
| 3.6.2-14 | Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era | April 2007 |
| 3.6.2-37 | Notification of Employees' Rights Concerning Payment of Union Dues or Fees | April 2007 |
| 3.6.3-2 | Clean Air and Clean Water | April 1996 |
| 3.6.3-16 | Drug Free Workplace | January 2004 |
| 3.6.4-2 | Buy American Act- Supplies | July 1996 |
| 3.6.4-10 | Restrictions on Certain Foreign Purchases | April 1996 |
| 3.9.1-1 | Contract Disputes | November 2002 |
| 3.9.1-2 | Protest After Award | August 1997 |
| 3.10.1-4 | FOB Origin – Government Bills of Lading or Prepaid Postage | April 1996 |
| 3.10.1-7 | Bankruptcy | April 1996 |
| 3.10.1-12 | Changes – Fixed Price | April 1996 |
| | Alt II | April 1996 |
| 3.10.1-14 | Changes – Time and Materials or Labor Hour | April 1996 |
| 3.10.2-1 | Notification of Changes | April 1996 |
| 3.10.2-3 | Subcontracts (Time and Materials and Labor Hour Contracts | April 1996 |
| 3.10.3-1 | Government Property – Basic Clause | April 2004 |
| | Alt I | April 2004 |
| | Alt II | |
| 3.10.6-3 | Termination (Cost-Reimbursement) | October 1996 |
| | Alt IV | October 1996 |
| 3.10.6-4 | Default (Fixed Price Supply and Service) | October 1996 |
| 3.10.6-7 | Excusable Delays | October 1996 |
| | | |
| | | |

PART III - SECTION J - LIST OF ATTACHMENTS

| <u>ATTACHMENT</u> | <u>TITLE</u> | <u>DATE</u> | <u>NO. OF PAGES</u> |
|-------------------|--------------|-------------|---------------------|
|-------------------|--------------|-------------|---------------------|

| | | | |
|---|---|--|---|
| 1 | FAA AMED Aircraft, Equipment Information, and Scheduled Down Time | | 1 |
|---|---|--|---|

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

FEDERAL AVIATION ADMINISTRATION--BUSINESS DECLARATION

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
Facsimile Number of Firm: _____
4. (a) Name of Person Making Declaration: _____
(b) Telephone Number of Person Making Declaration: _____
(c) Position Held In the Company: _____
5. Controlling Interest In Company (☒ All Appropriate Boxes)
(☐) Black American (☐) Hispanic American (☐) Native American
(☐) Asian American (☐) Female-Non Minority (☐) Male-Non Minority
(☐) Female (☐) Male (☐) 8(a) Certified (Certification Letter Attached)
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
(☐) Yes (☐) No

If No, provide the name and telephone number of the person who has this authority:

7. Nature of Business—Specify major services/products.

8. (a) Years the firm has been in business: _____ (b) No. of Employees: _____
9. Type of Ownership: (☐) Sole Ownership (☐) Partnership (☐) Other/Explain Below: _____

10. Gross receipts of the firm for the last three years: Year Ending _____ Gross Receipts \$ _____ YEAR
Ending _____ Gross Receipts \$ _____ Year Ending - _____ Gross Receipts \$ _____

11. Complete all of the following:
Data Universal Numbering System (DUNS) _____

Tax Identification Number (TIN) _____

Employer Identification Number (EIN) _____

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

12. Is the firm a small business? Yes _____ No _____

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
(Name of Business)

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____

Name/Title: _____

K.1 NAICS Code and Small Business Size Standard (NOV 2000)**CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is **488190 Aircraft Maintenance and repair services**
- (2) The small business size standard is \$_____ averaged over last three years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 Screening Information Request Document Certification (MAR 1999)**CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.3 AMS 3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that—

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____
(country)

K.5 AMS 3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

K.6 AMS 3.2.2.3-23 Place of Performance (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

K.7 AMS 3.2.2.3-35 Annual Representations and Certifications July 2004

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

K.8 AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an Offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All Offeror's must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(D)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:

Name _____

TIN _____

K.9 AMS 3.2.2.3-76 Representation- Release of Contract Information (JULY 2004)

(a) Any contract resulting from the issuance of this Screening Information Request (SIR) may be the subject of a request for release pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) As an aid in responding to requests for information, this provision facilitates the review and screening process used in determining the releasability of the contract(s) in whole or in part. Accordingly, the offeror's response to this SIR relative to potential release of information contained in any resultant contract is set forth at (c) below.

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror represents that--(1)☐ It has made a complete review of its submittal(s) in response to this SIR and that no exemption from mandatory release under FOIA exists, and, (2)☐ It has no objection to the release of any contract it may be awarded in whole or in part resulting from this SIR.

OR

The offeror represents that ☐ its submittal(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, the offeror represents that--(1)☐ It has specifically identified via placement of restrictive markings on any sensitive documents submitted in response to this SIR such as trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ It, as the party that provided the information, has furnished the contracting officer by separate letter concurrent with this submittal detailed information specifically listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke an exemption to the FOIA.

**K.10 AMS 3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (OCTOBER 2008)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(E) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts

terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(a) The Offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(b) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(c) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

K.11 AMS 3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

K.12 AMS 3.6.2-3 Walsh-Healy Public Contracts Act Representation (January 1998)

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

K.13 AMS 3.6.2-33 Exemption from Application of Service Contract Act Provisions (for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment-Contractor Certification) (April 1996)

(a) The following certification shall be checked:

Certification

The offer or certifies () does not certify () that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer no responsive.

K.14 AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offer or represents that— (a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.15 AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offer or represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.16 AMS 3.6.2-33 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS (for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment – Contractor Certification (APRIL 1996)

(a) The following certification shall be checked:

Certification

The offeror certifies ()/does not certify () that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is

either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

(End of clause)

K.17 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offeror's and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

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| 3.2.5-2 | INDEPENDENT PRICE DETERMINATION | APRIL 1996 |
| 3.6.2-5 | CERTIFICATION OF NONSEGREGATED FACILITIES | APRIL 1996 |
| 3.6.3-1 | CLEAN AIR AND WATER CERTIFICATION | APRIL 2000 |
| | | |

PART IV - SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This is a competitive requirement issued for commercial services IAW AMS 3.2.2.5 Commercial and Simplified Purchase Method. Qualified sources shall hold a valid FAA Repair Station Certificate issued under Part 145 of the Federal Aviation Regulations with the appropriate ratings for the work to be performed.

(b) Offerors shall submit the FAA Repair Station Certificate to be considered in the selection of this requirement. Offeror's will be determined "non-responsible" if documentation does not validate the facility as a Certified Repair Site. Non-responsible Offeror's will not be considered for award.

(c) The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(d) Complete written proposal submissions are required. Additional instructions are provided in Sections L. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals.

(e) The process will involve the review of certificates validating qualifications to perform Inspection and restoration of the Challenger 601 Landing Gear, the technical evaluation, price analysis, and assessment of the Offerors Past Performance. The evaluations will permit the FAA to select an offeror whose submissions are considered to be best value to the FAA.

(f) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offeror's. The FAA may communicate with one or more Offeror's at any time during the SIR process. Communications with one offeror do not necessitate communications with other Offeror's, since communications may be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(g) The technical factors are more important than cost. Past performance will be reviewed to assess a risk factor. Award may be made from the formal Screening Information Request (SIR) without further discussions/negotiations.

L.2 PROPOSAL ACCEPTANCE

- (a) Only one proposal from each offeror shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.
- (c) Proposals will not be returned to the Offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

Each offeror will submit complete, concise and relevant information identified below. Proposals that do not include the information below may be determined to be unacceptable and will be removed from further consideration for award. The Proposal shall include the following:

1. **FAA Repair Station Certificate** issued under Part 145 of the Federal Aviation Regulations with the appropriate ratings for the work to be performed.
2. **SIR documentation**: Offeror's must complete Section A, Solicitation, Offer and Award (SF33); Section B, Supplies or Services and Prices/Costs; and the fill-ins of Section H; Section I, Section K - Representations and Certifications with all required information and signatures. The government has provided the estimated totals for CLIN 0002 Repair/Overhaul, 0003 Contractor Acquired Material, and CLIN 0004 Freight. Offerors must propose pricing as follows:

CLIN 001 fixed price per shipset

CLIN 002 Fixed Hourly Rate

CLIN 003 Material Handling Fee (if applicable).

Note: The FAA shall provide a government Bill of Lading for shipping (CLIN 0004- Freight) and FAA reserves the right to choose the method of shipment.

If the Offeror takes exception to the FAA total estimates provided, the offeror shall identify the proposed total estimate. The basis for the exception must be included in the pricing proposal (i.e. history of repair/overhaul, knowledge of material costs, etc.).

3. **Technical proposal**: Offerors must submit a technical summary to address the Technical Factors below. The technical proposal must include descriptive literature and information that clearly reflects the commercial provisions (if any) for the proposed delivery Turn-around-time. The FAA considers both factors to be equally important.

Factor 1 –Propose Delivery Turn-around time for the FAA required delivery.

Factor 2 – Submit references that identify prior experience supporting other customers for this same or similar inspection/restoration within the last two (2) years.

Identify the following information for at least 3 (three) customers.

Customer Name: _____
 Point of Contact/Title: _____
 POC Phone Number/Email _____ / _____
 Date/Period of Service: _____
 Type Service provided: _____
 Turn-Around Time: _____ average days
 1. Inspection Restoration Cost per shipset: _____

4. Cost/Price information: The offeror shall propose CLIN 001 price and CLIN 0002, and CLIN 0003 rates. Sufficient detail should be provided to support the rates/prices proposed. This detail may consist of the following:

- A. Commercial pricing evidenced by published catalog, published price lists or commercial market pricing.
- B. Schedules set by law or regulation
- C. Breakout of direct labor costs, labor overhead costs, general and administrative expense, and profit/fees for each proposed price.

L.4 PAST PERFORMANCE

References submitted as part of the Technical Proposal will be utilized for the Past Performance Assessment. The CO will coordinate with the references to complete a Past Performance Questionnaire that consists of multiple questions addressing Quality/Timeliness of Service, Cost Control, Effective Management, and Customer Satisfaction. The past Performance evaluation may include other private and public sources of information.

Offeror's without a record of relevant Past Performance or for whom information on Past Performance is not available will not be evaluated favorably or unfavorably on past performance, but will be given Neutral/Unknown confidence rating. The confidence rating scale is provided below:

Confident
 Not Confident
 Neutral

L.5 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.6 AMS 3.2.2.3-38/alt2 Requirements for Cost or Pricing Data or Other Information, Alternate II (July 2004)

- (a) The FAA does not require cost or pricing data.
- (b) The offeror must provide the following information: See L.3

L.7 AMS 3.9.1-3 PROTEST

(November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offeror's initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

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| 3.2.2.3-1 | False Statements in Offers | July 2004 |
| 3.2.2.3-3 | Affiliated Offeror's | July 2004 |
| 3.2.2.3-11 | Unnecessarily Elaborate Submittals | July 2004 |
| 3.2.2.3-12 | Amendments to Screening Information Requests | July 2004 |
| 3.2.2.3-13 | Submission of Information, Documentation, and Offers | July 2004 |
| 3.2.2.3-14 | Late Submissions, Modifications, and Withdrawals of Submittals | July 2004 |
| 3.2.2.3-16 | Restriction on Disclosure and Use of Data | July 2004 |
| 3.2.2.3-17 | Preparation of Offers | July 2004 |
| 3.2.2.3-18 | Prospective Offeror's Request for Explanation | July 2004 |
| 3.2.2.3-19 | Contract Award | July 2004 |
| 3.2.2.3-20 | Electronic Offers | July 2004 |
| | | |

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATIONS

(a) The SIR/RFP is utilized to identify screening information and obtain responses to the request for proposal. Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR. Failure to conform to all requirements may be cause for rejection without further evaluation or discussion, and removal from further consideration for award.

(b) A technical evaluation and price analysis will follow the initial screening for timeliness, completeness and validation of qualifications. Subjective judgment on the part of the FAA is implicit in the evaluation process.

(c) Past Performance assessment will be derived from the Offeror's references and rated IAW M.4 to result in a confidence assessment.

(d) A single contract award shall be made to the vendor determined to be “Best value” to the FAA in accordance pre-established source selection criteria. In making this “best value” decision, the Selection Official will consider technical factors, past performance, and price information. (See AMS Clause 3.2.2.3-19 entitled Contract Award). **Technical factors are more important than price.** The responses from the past performance survey will be utilized to assess risk in performance as described by the rating scale.

(e) Communications with offerors may be conducted to clarify or supplement information but may not significantly change the basic proposal. The offer that provides the overall best value to the FAA will be selected. The successful offer may not necessarily be the lowest priced offer. Again, technical considerations are more important than cost/price, and past performance.

(f) The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price.

M.2 EVALUATION OF OFFERORS

(a) Each proposal that validates their qualifications as requested in the SIR will be evaluated. An offeror that does not include a current FAA Repair Certificate will result in elimination from the source selection evaluation. Competition is restricted to qualified sources **and** evaluations will be conducted as on the basis of representations in the proposal submitted in response to the requirements of the SIR L.3 (entitled Instructions for Preparation and Submission of Proposals). Proposals may be eliminated if they are determined to be grossly deficient (i.e., the proposal does not represent a reasonable effort to address all elements of the SIR, does not completely address Technical Factors, the requirements for services, delivery requirements, doesn't clearly demonstrate an understanding of the requirement and/or the proposed costs/prices are considered out of the competitive range).

(b) Submittal of the completed SIR indicates that the offeror has read and agrees to the terms and conditions contained in SIR Sections A through K, or takes exception to provisions, and the SIR responses assist the FAA in preparing the contract document, confirming business representations, and certifications for the official records. Therefore, return the complete, signed, copy of the SIR Section A through M. The FAA may consider Offeror's who takes exception to the terms and conditions of SIR Sections A through K to be unacceptable and therefore ineligible for award, and such Offeror's may not be given the opportunity to revise their offers.

(c) The Offeror's Technical representations will be evaluated to identify the ability to meet the Turn-around time for the FAA maintenance schedule, identify the inspection and restoration process terms/ provisions, identify facility support labor, and experience that support the Offerors ability to meet the delivery. An assessment rating of good requires representation of all information requested for the technical factor. The technical proposal factors shall be rated IAW the rating scale and corresponding number as follows:

| | | |
|---|---|--------------|
| 4 | = | Excellent |
| 3 | = | Good |
| 2 | = | Satisfactory |
| 1 | = | Poor |

M.3 EVALUATION OF PRICE PROPOSALS

Price Analysis will be conducted for all Price/Cost proposal and all associated subcontracts over \$50,000 will be reviewed. The price/cost proposals submitted in support of all items identified in Section B will be reviewed for realism of cost, reasonableness of allocation, completeness, and total cost. The price analysis will consider the following:

- Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information as requested in Section L, provision L.3.
- Reasonableness - Review of rationale and data supporting elements of cost included in the proposal.
- Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

The Offeror's proposed price should represent the unit (fixed price per shipset) price and actual/estimated quantity for the Landing Gear and Actuator inspection and restoration. The proposed total price/cost should be represented by adding all CLINS (including subcontract and/or government estimates).

If reasonableness of price is not determined through adequate price competition, then the FAA may require additional information to support cost/price analysis that may be conducted to assist in determining the reasonableness of proposed elements of prices. Failure to propose pricing for Section B and submit the related price lists/commercial catalog may render the proposal unacceptable and result in the proposal being removed from further consideration for award.

M.4 PAST PERFORMANCE SURVEY

The past performance telephone surveys will be assigned a confidence rating based upon the sum of positive and negative responses.

Confident
Little Confidence
Nuetral

Offeror's are cautioned that the FAA may use the data provided by other sources in evaluating past performance and experience. Offeror's may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

M.5 EVALUATION OF OFFERORS FOR SINGLE AWARD

Notwithstanding any other provision of this SIR/RFO, award of this contract will be made on the aggregate of all line items shown in the Schedule. Award will not be split by item and multiple awards will not be considered.